

July 16, 2012

GLORIA L. FRANKLIN, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA



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The following constitutes  
the order of the court. Signed July 15, 2012

Debtor NEIL JON BLOOMFIELD  
In Pro Se

  
Roger L. Efremsky  
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re	) Case No.: 12-40625 RLE
	) (Honorable Roger L. Efremsky)
	) Chapter 11
	)
NEIL JON BLOOMFIELD,	) ORDER ON DEBTOR'S MOTION TO VALUE CLAIM
	) SECURED BY SECOND LIEN ON REAL PROPERTY
	) KNOWN AS 233 HILLSIDE DRIVE, FAIRFAX,
	) CALIFORNIA, AND FOR A DETERMINATION THAT
	) LIEN HAS NO FURTHER INTEREST IN RENTS AND
Debtor.	) PROFITS FROM 233 HILLSIDE DRIVE, FAIRFAX,
	) CALIFORNIA
	)
	) DATE: July 11, 2012
	) TIME: 2:00 PM
	) PLACE: Courtroom 201
	) United States Bankruptcy Court
	) 1300 Clay Street, Oakland, CA

On June 13, 2012, Debtor Neil Jon Bloomfield ("Debtor") filed an Amended Motion to Value the junior (second) lien (*Motion*; Docket #102 replacing Docket #99) of Bank of America, N.A. ("BoFA"), successor in interest to America's Wholesale Lender ("ARL") Mortgage Electronic Registration System, Inc ("MERS") and Countrywide Home Loans, Inc., ("CHL") (collectively, "Secured Creditor"), secured by Debtor's property at 233 Hillside Drive, Fairfax, California (the "Hillside Property"), supported by a Declaration (#100), Notice of Motion (#104) and an Amended

1 Points and Authorities #103). On June 27, 2012, Secured Creditor BofA filed an opposition (Docket  
2 #125) to the Motion. On July 11, the Court held a hearing on the motion. Neil Bloomfield appeared in  
3 support of the motion In Pro Se. Other appearances were as noted on the record.

4 The Motion relates only to the following recorded Deed of Trust: second deed of trust on the  
5 Hillside Property recorded September 23, 2005 as Instrument No. 2005-0073224 in the Marin County  
6 Official Records ("Hillside 2nd DOT"), securing the Home Equity Credit Line Agreement and  
7 Disclosure Statement dated September 15, 2005 ("Hillside 2nd HELOC Agmt"). BofA is the current  
8 holder and/or servicer of both the Hillside 1st DOT and the Hillside 2nd DOT. The present motion does  
9 not relate to in any way to valuing the first deed of trust on the Hillside Property, recorded September  
10 23, 2005 as Instrument No. 2005-0073223 in the Marin County Official Records ("Hillside 1st DOT"),  
11 securing the Adjustable Rate Note dated September 15, 2005 ("Hillside 1st Note") with an original  
12 principal balance of \$1,500,000.00 plus interest, nor the Hillside 1st Note.

13 The Debtor has established his sole ownership of the Hillside Property in the moving papers. The  
14 Debtor has filed his proposed Plan of Reorganization (Docket#120 filed herein June 25, 2012) and his  
15 proposed Disclosure Statement (Docket #121 filed herein June 25, 2012).

16 In the moving papers and at the hearing, the Debtor stipulated and agreed that the determination  
17 of the value for the purposes of valuing the Hillside 2nd DOT will have no effect on the subsequent  
18 valuation and/or valuation status of Secured Creditor's Hillside 1st DOT as a senior secured claim and  
19 lien on the Hillside Property. The objection filed by BofA as Docket #125 is being or has been  
20 withdrawn with the understanding that the above stipulation is to be recited on the record at the hearing  
21 and in the order after hearing. Based on the above stipulation and agreement, Bank of America consents  
22 to the hearing on July 11, 2012 proceeding to complete resolving issues as to the valuation of the  
23 Hillside 2nd DOT.

#### 24 **ORDER**

25 1. Notice of the Motion and the hearing thereon were appropriate under the particular  
26 circumstances;

27 2. The Motion is granted;  
28

1           3.       The junior priority (Hillside 2nd DOT) lien recorded September 23, 2005 as Instrument  
2 No. 2005-0073224 in the Marin County Official Records in favor of Secured Creditor is valueless and  
3 the line of credit agreement related thereto shall be deemed to be wholly unsecured for purposes of the  
4 Debtor's Chapter 11 plan, and for purposes of these Chapter 11 proceedings, the second deed of trust  
5 lien is valued at zero, Bank of America, N.A. does not have a secured claim on its second deed of trust,  
6 and the second deed of trust lien may not be enforced. Secured Creditor has no further interest in the  
7 rents and profits from the Debtor's 233 Hillside Property more fully and legally described in Exhibit A  
8 hereto (Marin Assessor's Parcel #002-143-18) based on the Hillside 2nd DOT during the pendency of  
9 these Chapter 11 proceedings;

10           4.       The junior priority (Hillside 2nd DOT) lien of Secured Creditor is determined to have no  
11 further interest in the rents and profits from the Debtor's property at 233 Hillside Drive, Fairfax,  
12 California during the pendency of these proceedings.

13           5.       Upon confirmation of Debtor's Chapter 11 Plan, the junior priority lien (Hillside 2nd  
14 DOT) shall be null and void and no longer act as an encumbrance against the Hillside property. Upon  
15 entry of a discharge in Debtor's Chapter 11 case, the lien shall be voided for all purposes, and upon  
16 application by the Debtor, the Court will enter an appropriate form of judgment voiding the lien.

17           6.       This Order shall have no effect upon the value and valuation of the Hillside 1st DOT as a  
18 senior lien on the Hillside property, and nothing herein shall be deemed to effect the rights of Bank of  
19 America under its senior secured claim and lien based on the Hillside 1st DOT and on the Hillside 1st  
20 Note.

21           7.       This Order shall become part of Debtor's Chapter 11 Plan when confirmed by this Court.

22           8.       If Debtor's Chapter 11 case is dismissed or converted to one under another chapter before  
23 Debtor obtains a discharge, this Order shall cease to be effective and the lien shall be retained to the  
24 extent recognized by applicable nonbankruptcy law, and upon application by the lienholder, the court  
25 will enter an appropriate form of order restoring the lien.

1           9.       Except as provided by separate, subsequent order of this Court, the lien may not be  
2 enforced so long as this order remains in effect.

3                               \* \* END OF ORDER \* \*  
4  
5

6 Approved:  
7

8 Dated: July 11, 2012

9 MILES, BAUER, BERGSTROM  
10 & WINTER, LLP

11               /s/ *Mark T. Domeyer*  
12 By: \_\_\_\_\_.  
13 Attorneys for Secured Creditor  
14 BANK OF AMERICA, N.A.  
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COURT SERVICE LIST

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system at the address(es) listed below:

Mark T. Domeyer – on behalf of Creditor Bank of America, NA  
[mdomeyer@mileslegal.com](mailto:mdomeyer@mileslegal.com)

Matthew R. Clark – on behalf of Creditor HSBC Bank USA, NA  
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Haydee D. Garbero – on behalf of Creditor Redwood Credit Union  
[hdg@moorebrewer.microsoftonline.com](mailto:hdg@moorebrewer.microsoftonline.com), [ajd@moorebrewer.com](mailto:ajd@moorebrewer.com)

Austin P. Nagel – on behalf of Creditor Ford Motor Credit Company  
[melissa@apnagellaw.com](mailto:melissa@apnagellaw.com)

Eric A. Nyberg - on behalf of Creditor Donnie Suggs  
[e.nyberg@kornfieldlaw.com](mailto:e.nyberg@kornfieldlaw.com)

Dean R. Prober - on behalf of Creditor Bank of America, N.A., c/o Prober & Raphael, P.C.  
[cmartin@pprlaw.net](mailto:cmartin@pprlaw.net)

Michael Reed – on behalf of Creditor County of Denton, Texas  
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Cassandra J. Richey – on behalf of Creditor The Bank of New York Mellon, et al.  
[cmartin@pralc.com](mailto:cmartin@pralc.com)

Edward T. Weber – on behalf of Creditor The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-61, Mortgage Pass-Through Certificates, Series 2005-61  
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Gregory J. Babcock – on behalf of Creditor Westamerica Bank  
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